

#222-8747

Request *f*or *P*roposal

JANITORIAL SERVICES – POLICE DEPARTMENT

ISSUED July 24, 2002

OPENS August 28, 2002



Venice of America

***Issued for the Police Department
by the Administrative Services Department,
Purchasing Division, City of Fort Lauderdale***

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City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.17 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART 1 – INTRODUCTION

1.1 Purpose

The City of Fort Lauderdale is seeking proposals from qualified firms, herein referred to as the Contractor, to provide **janitorial services** for various locations throughout the Police Department. This service will be provided in accordance with the terms, conditions and specifications contained in this request for proposals (RFP).

1.2 Information or Clarification

For information concerning procedures for responding to this RFP, contact Senior Procurement Specialist James T. Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Joe Molner at (954) 828-5474. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, Attn: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 or by e-mail to JamesHe@ci.fort-lauderdale.fl.us. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

PROPOSERS PLEASE NOTE: No part of your proposal can be submitted via FAX or e-mail. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

1.3 Eligibility

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in this RFP to at least one organization similar in size and complexity to the City of Fort Lauderdale.

1.4 RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

1.5 CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

1.6 GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

1.7 LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

Part 2 - RFP Schedule

	Date
Release of RFP documents	07/24/02
Last date for receipt of questions of material nature	08/09/02
Addendum release (if necessary)	08/15/02
PROPOSALS DUE PRIOR TO 2:00 P.M.	08/28/02
Evaluation committee review and short listing of proposals (if appropriate)	09/09/02
Oral interviews with finalists and selection of first ranked proposer (estimated)	09/18/02
City commission award of contract (estimated)	10/08/02

PART 3 –SPECIAL CONDITIONS

3.1 General Conditions

City of Fort Lauderdale General Conditions Form G-107 Rev. 11/98 (GC) is included on pages 3-7 and made a part of this RFP.

3.2 Inspection of Facilities

The bidder should inspect the buildings and facilities to be serviced **prior** to submission of a proposal. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself / herself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required. To set up an inspection appointment, contact the individuals listed below for the different locations.

1. Main Police Building - 1300 W. Broward Blvd ; Joe Molnar @ 828-6919
2. Mounted Unit - 700 NE 9th St. ; Sgt. Doris Seibert @ 468-1661
3. Marine Unit - 1784 SE 15th St. ; Sgt. Tom Ogden @ 828-5440
4. Special Investigations Div - 101 N. Andrews Av.. ; Gary Daughenbaugh @ 828-6629
5. Internal Affairs Office - 642 NE 3rd Av.; Steve Robitaille @ 828-6962
6. Community Policing Unit - 1113 E. Sunrise Blvd.; Sgt. Mike O'Conner @ 759-6430

3.3 Measurements

The square footage figures that are noted below in Paragraph 5.3 are estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments for increase or decrease of footages required for the job. Therefore, the total offer must be based on the accurate measurements by bidders during their inspections. Failure to do so will be at the bidder's risk.

3.4 Variances

While the City allows Contractors to take variances in the RFP terms, conditions and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC. All variances must be clearly noted in the Proposal Summary Pages, "Variances" section. Details regarding the noted variances may be attached as an appendix to the RFP response.

3.5 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

3.6 RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

3.7 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

3.8 Rules and Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named herein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.9 Contract Period

The initial contract period shall be for a term of two (2) years. The City reserves the right to extend the contract for a total of three (3) one year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension and such extension is approved by the City.

3.10 Service Test Period

Prior to awarding this contract, the City may require a test period to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. Such test period can be from 30 to 90 days and will be conducted under all terms, conditions and specifications contained in this RFP. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another one.

3.11 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within twenty (20) days after receipt of an invoice acceptable to the City. If at any time during the contract, the City does not approve or accept the Contractor's work product, and the problem cannot be resolved to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. The negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

3.12 Cost Adjustments

Costs for all services purchased under this contract shall remain firm for the first year following award of the contract. Costs for any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

3.13 No Exclusive Contract/Additional Services

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to specific facilities, the City might require similar work for other City Departments or facilities. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

3.14 Deletion or Modification of Services

The City reserves the right to delete any portion of this contract at any time without cause. If the City exercises such right, the total fee shall be reduced in the same ratio that the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications to the task elements after the City has approved work to begin, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

3.15 Additional Items/Services

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same, or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.16 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he /she shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. If the personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause. See Section 5.09 of the General Conditions.

3.17 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around any job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

3.18 Insurance

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance, as well as Employee Fidelity and Crime. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

Workers' Compensation & Employer's Liability Insurance

Limits: Workers' Compensation: Statutory

Employer's Liability: \$100,000.00

Commercial General Liability Insurance

Limits: Combined Bodily Injury/Property Damage: \$1,000,000.00

Comprehensive Automobile Liability - Owned, Leased and Hired Vehicles

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

Employee Fidelity/Crime

Limits: \$100,000.00

3.18 Insurance (Cont.)

A copy of your **current** Certificate of Insurance should be included with your bid. In the event that you are the successful bidder, you will be required to provide a Certificate naming the City as an "Additional Insured".

Certificates will be required prior to commencement of work. The City shall be given thirty (30) days written notice of any cancellation or material change in any policy.

3.19 Certification of Minority Status

If awarded a contract or purchase order under this solicitation and claiming minority status in accordance with Section 1.08 of the General Conditions, the awarded vendor shall apply for certification by the **Broward County, Florida, Division of Equal Employment and Small Business Opportunity**. The awarded vendor shall provide documentation of application status and, once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

3.20 Proposal Format and Content Requirements

The RFP Specification is intended as a complete Proposal format. The complete specification packet must be returned intact with all responses. All attachments and responses that require more than the allotted space must be number sequenced and placed immediately behind the page requesting the information.

The bidder is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of the proposed system. The proposal should be complete and concise.

3.21 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public entity needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration that is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform;

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

PART 4 – CONTRACTOR RESPONSIBILITIES/PENALTIES

4.1 Initial Cleaning Requirement

The Contractor, in addition to the initial month's services, shall bring all facilities up to contract standards during the first month of the contract. This initial cleaning will be in addition to routine cleaning tasks, but will not be billable as additional work performed. The Contractor, his / her supervisor(s) and the Police Department's Maintenance Supervisor, or his / her designee will meet prior to the first week of the contract to insure that the facilities will meet the contract standards. Failure to successfully complete this initial phase may be a determining factor in discontinuing the services under the contract.

4.2 Periodic Cleaning Schedule

Cleaning that is specified to be performed weekly, bi-weekly, monthly and quarterly must be pre-scheduled by the Contractor.

4.2.1 By the first of each month, the Contractor must forward in writing to the Maintenance Supervisor, or his / her designee, a list of cleaning services to be performed for that month in accordance with the specifications. The starting and completion date for each cleaning task will be listed.

4.2.2 The frequency of cleaning listed in the specifications must be performed as specified unless modified in writing by the Maintenance Supervisor or his / her designee.

4.2.3 All cleaning methods used to perform the cleaning outlined in the specifications must be those that are universally accepted in the cleaning maintenance field. Also, each cleaning function shall be completed in a professional manner and performed in their entirety in accordance with the specifications.

4.3 Penalty Schedule/Deductions

Members of the Police Department Maintenance Section, or their designees, will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor by 9:00 AM the next working day following the performance of service listing any deficiencies found.

In the event the contractor shall not have completed all of the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If they are not, a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval of the Police Department's Maintenance Supervisor, or his / her designee, shall result in the deduction of the total daily cost for that location.

These penalties are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Penalties will be applied in accordance with the Contractor's bid proposal form "prices". A full penalty "price" will be levied against the Contractor each time cleaning is not performed in full accordance with work specifications, whether it is to be performed nightly, weekly, bi-weekly, monthly or quarterly. Such penalties will continue until said cleaning is performed or the contract is cancelled.

4.4 Contractor's Personnel

Contractor's employees are to present a professional appearance. They shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on City property.

Employees shall wear an appropriate uniform as well as a nametag specifying the name of the employee and the Contractor's company name. This provision will be strictly enforced.

The contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and beeper numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

The Police Department's Maintenance Supervisor, or his / her designee, may request that the Contractor remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

4.5 Supervision

Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract during all service hours. Supervision must be by an on-site supervisor. The supervisor shall be responsible for monitoring personnel activities and resolving any service problems with designated City staff. Each supervisor shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with the service workers.

The Police Department's Maintenance Supervisor, or his / her designee, may request that the Contractor remove any supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

By signing this proposal, the Contractor confirms that a supervisor will be in constant attendance during all service hours.

4.6 Unauthorized Personnel

The Contractor's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Contractor employee. The City of Fort Lauderdale prohibits teenagers, minors, or children from working in City-owned buildings under this Agreement.

4.7 Materials/Equipment

The Contractor shall provide all materials, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. This shall include all required maintenance and cleaning products, including, but not limited to: cleaners, disinfectants, bleach, floor care cleaners and protective coatings, etc. It shall also include brooms, mops (wet and dry/dry dust mops), mop handles, dust mop handles, dust pans, bowl mops, bowl brushes, putty knives, dusters, sponges, rags, window squeegees, floor pads, rubber gloves, spray bottles, floor machines, vacuum cleaners, etc., needed to perform the cleaning.

NOTE: All supplies must be used in accordance with the manufacturer's recommendations and instructions. All containers must be labeled with the manufacturer's brand name, name of product, and its recommended use.

All floor finishes, floor sealer, floor stripper, germicidal cleaner, disinfecting cleaner, carpet cleaner, supplies, detergents, spotter, metal and wood polishes, etc. must be registered with the United States Department of Agriculture.

Contractor's employees must use protective clothing or gloves when handling harsh skin irritating chemicals.

Vacuum cleaners shall be equipped with a beater bar or double row of brushes with high suction. The bar or brush setting should be approximately 1/8" below the vacuum cleaner casing. It is recommended that vacuum cleaners be equipped with special HEPA type bags that lose no more than 1/10 of one percent of collected dust to the atmosphere.

NOTE: All equipment used in the cleaning operation of any Police building must be in good safe operating condition as required by OSHA. Equipment with broken or exposed electric wires will not be used. Upon completion of the workday, all equipment will be properly stored or removed from the facility. Nothing will be left out in the open.

The City will provide the Contractor with supplies such as toilet tissue, hand towels and hand soap to be used by City personnel in the restrooms. Where required, liners for trash receptacles shall also be provided by the City, but installed by the Contractor.

4.8 Recyclable Paper and Materials

In those buildings with recyclable containers and storage areas, it is the Contractor's responsibility to place recyclable paper and materials in the designated place. Any Contractor disposing of recyclable materials by placing the material in the trash or removing it from the premises shall be charged and a deduction of the market value of the materials will be taken from the Contractor's monthly invoice.

4.9 Building Security

All locations identified in this RFP are involved with daily police activity. As such, they must maintain a high level of security. All facilities have designated staff available to provide entry or exit. The main police building has a computerized door card system for entry. Once inside, there are door cards that will allow contractor's employees to move about the building. Internal offices in all facilities are either open or keys are provided that must be returned at the end of each workday. The contractor is responsible for the door cards or keys entrusted to his employees and will have the cost of any lost cards or keys deducted from his monthly invoice.

Contractor's employees must be properly identified and should not enter or leave buildings at will once reporting for duty. Entry and exit will be limited to the initial report for service and service completion time.

The Contractor shall provide the City with a weekly attendance/sign-in sheet for each location awarded. Attendance and hours shall be recorded daily, or in accordance with the work schedule. A legible copy of this report shall be provided weekly to the Maintenance Supervisor, or his designee. The report shall verify all hours worked, and serve as a documented personnel attendance log.

Contractor's employees are prohibited from using City telephones. Charges billed from use of telephones by Contractor's employees will be deducted from monies due the Contractor and could result in the termination of the contract.

NOTE: Charges billed to the City of Fort Lauderdale due to the failure of the Contractor's employees to properly arm or disarm any building's alarm system shall be deducted from the Contractor's monthly invoice.

4.10 Background Checks

Prior to beginning any services under this contract, the successful proposer will provide a list of all employees he / she intends to use in the locations listed in Paragraph 5.3 below. These employees will have a criminal background check performed on them. Any employee who fails to pass such a background check will not be allowed to work in any of the designated locations. The background check shall consist of the following:

- National, Florida, county & city criminal history check
- Organized crime check
- Fingerprint check

4.11 Polygraph Examination

Two of the locations identified in Paragraph 5.3 below, the Special Investigations Division and Internal Affairs, are particularly sensitive areas. Therefore, in addition to a background check, the employees assigned to clean these two areas must submit to a polygraph examination prior to beginning work. Any employee who has failed either one of these requirements will not be allowed to work in these two specified areas.

4.12 Employee Fidelity/Crime

The sensitive nature of the locations listed in Paragraph 4.11 above will also require that the Contractor provide evidence of insurance for employee fidelity/crime. See Paragraph 3.18.

4.13 Safety

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Contractor shall not permit the placing or use of mops, brooms or other equipment in traffic lanes or other locations in such a manner as to create safety hazards. If the nature of the work requires it, the Contractor will place appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Contractor's employees shall be required to interrupt their work at any time to allow the passage of City personnel.

The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Bloodborne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

1. The identity used on the chemical product's label.
2. The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
3. Physical and chemical characteristics of the hazardous chemicals (i.e., vapor pressure, flash point).
4. The physical hazards of the hazardous chemical, including the potential for fire, explosion, and reactivity.
5. The health hazards of the hazardous chemical, including signs and symptoms of exposure.
6. The primary route(s) of entry.
7. The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
8. Whether the hazardous chemical is listed in the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
9. Any generally applicable precautions for safe handling and use which are known.
10. Emergency and First Aid procedures.
11. The date of MSDS preparation or the last change to it.
12. The name, address, and telephone number of the chemical manufacturer or importer.
13. Any recommended personal protective equipment (i.e., gloves, goggles, respirators, etc.).

The successful Contractor is to supply to the Police Department and the Purchasing Division all MSDS sheets on any chemicals used and/or stored at the facility.

By signing this proposal, the bidder certifies that all material, equipment, etc. contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all costs necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the bidder.

PART 5 – SERVICES AND SCHEDULE

5.1 General Information

The janitorial services listed below are required at the designated facilities shown in Paragraph 5.3 on the basis of the suggested cleaning times indicated. Service at specified locations shall include cleaning of all offices, conference rooms, and common areas, including lobbies, hallways, waiting areas, janitorial closets, elevators (passenger and freight, if applicable), stairwells and landings (if applicable), restrooms and restroom lobby areas.

The Contractor shall perform services on each of the specified days, except for City observed holidays. When a City observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the Police Department's Maintenance Supervisor, or his designee.

Adequate personnel shall be provided to insure that the tasks are completed within a reasonable amount of time.

5.2 Schedule of Services

5.2.1 Offices/Corridors/Lounges/Foyers/Lobbies

Daily

- a. Empty wastebaskets, replace bag liner if ripped, soiled or wet.
- b. Dispose of refuse in an outside Dumpster.
- c. Empty recycled item containers and deposit material into main collection containers.
- d. Empty and clean all ashtrays and cigarette receptacles at building entrances.
- e. Clean all table and counter surfaces not having paper or materials stored on them.
- f. Dispose of any cardboard packing or discarded materials or items left for removal in outside Dumpster.
- g. Clean any area or item that obviously needs immediate attention due to incidental spills, leaks or debris.
- h. Clean all glass main entry doors (Main lobby and Records), and the interior reception areas of both the lobby and Records (also to include the "fishbowl").
- i. Sweep and damp mop all hard flooring (including elevators and stone surfaced flooring); spot clean any dirt or stains with appropriate cleaners and solvents as needed to maintain an acceptable appearance.
- j. Vacuum all carpeting with approved vacuum cleaner.
- k. Refill hand towel dispensers.
- l. Clean and sanitize drinking fountains.
- m. Sweep clean all landings and stairwells.
- n. Spot clean any obvious stains or spills in carpeted areas with appropriate/approved cleaners.
- o. Wipe off all exercise equipment in the gym.

Weekly

- a. Polish furniture.
- b. Clean and polish all table and counter surfaces that are free of material.
- c. Wipe down all interior window frames, and sills with damp cloth.
- d. Clean all non-glass doors and door frames.
- e. Wipe down all shelving with damp cloth.
- f. Vacuum all fabric-covered furniture and partitions.
- g. Wipe down elevator walls, polish interior cab with all purpose cleaning spray or furniture polish.
- h. Clean all elevator hand railings and metallic wall panels with stainless steel cleaner/polish.

Biweekly

- a. Damp mop, wax and buff hard flooring (including elevators). Does not include stone surfaced flooring
- b. Clean all blinds, wall plates, door hardware and stairwell railings

Monthly

- a. Dust and clean all air conditioning registers and air return vents.
- b. Clean all vinyl furniture with vinyl cleaner.
- c. Scrub, rinse, spray buff and wax hard floors and stairwells (excluding stone surfaced flooring) utilizing proper floor care machinery.
- d. Wipe down all walls and clean any spider webs from corners or ceilings.
- e. Clean interior window glass.
- f. Clean baseboards.

Quarterly

- a. Strip, scrub, rinse and wax hard floors and stairwells (excluding stone surfaced flooring) utilizing proper floor care machinery.
 - b. Strip, scrub, rinse and wax the Evidence Room floor utilizing proper floor care machinery.
 - c. Truck mounted steam cleaning of all carpeted areas.
- (This service is to be provided within fifteen days of start-up of contract or trial period and performed quarterly thereafter.)

5.2.2 Restrooms**Daily**

- a. Clean all mirrors
- b. Replenish soap, toilet tissue and hand towels
- c. Sweep, mop with disinfectant cleaner and rinse bathroom floors
- d. Clean urinals and commodes (inside and out)
- e. Check deodorizer block and replace if necessary
- f. Wipe down all partitions
- g. Clean and disinfect basins and counter tops
- h. Empty and clean all waste receptacles, replace liners if necessary
- j. Polish all chrome and stainless steel
- k. Clean showers (if applicable)

Weekly

- a. Clean all doors, including entry doors, metal kick plates, door handles or push plates
- b. Clean all interior window glass, frames and sills
- c. Clean locker tops (if applicable)
- d. Wipe clean (with tile cleaner) all tiled wall areas

Monthly

- a. Dust and clean all air conditioning registers and air return vents

Quarterly

- a. Scrub and rinse all tile surfaces with a non-toxic tile cleaner

5.2.3 Entrances

- Daily** - Clean all doors (including glass doors) and frames, sweep mats, remove spider webs, remove gum and cigarette residue.
Food Preparation Areas (Small kitchens)

Daily

- a. Clean all counter space
- b. Flooring to be as outlined in Section 5.2.1
- c. Wipe clean all appliances
- d. Clean and disinfect sink
- e. Refill hand towel dispensers

5.3 Service Locations

The following is a listing of facilities and their current operating hours. The estimated square footages and suggested times for completion of the required services are provided as well.

Item/Location	Hours of Operation	Estimated square footage/ Suggested times for service
1a. Main Police Building 1300 W. Broward Blvd. 1st Floor	24 hours, 7 days	Restrooms on floor: 8 Ceramic Tile: 1231 Sq. Feet Vinyl Tile: 4196 Sq. Feet Carpet: 11,200 Sq. Feet Suggested time: Evenings after 5 PM
1b. Main Police Building 1300 W. Broward Blvd. 2nd Floor	24 hours, 7 days	Restrooms on floor: 9 Ceramic Tile: 907 Sq. Feet Vinyl Tile: 2027 Sq. Feet Carpet: 18,335 Sq. Feet Suggested time: Evenings after 5 PM
1c. Main Police Building 1300 W. Broward Blvd. Fort Lauderdale 3rd Floor	24 hours, 7 days	Restrooms on floor: 5 Ceramic Tile: 749 Sq. Feet Vinyl Tile: 2899 Sq. Feet Carpet: 2990 Sq. Feet Suggested time: Evenings after 5 PM
2. Mounted Unit 700 NE 9 th Street Fort Lauderdale Single Floor	7 AM – 5 PM (advance notice required.)	Restrooms on floor: 2 Ceramic Tile: 576 Sq. Feet Vinyl Tile: 832 Sq. Feet Carpet: 452 Sq. Feet Suggested time: Wednesday mornings/ twice per month.
Item/Location	Hours of Operation	Estimated square footage/ Suggested times for service
3. Marine Unit 1784 SE 15 th Street Fort Lauderdale Single Floor	7 AM – 5 PM	Restrooms on floor: 2 Ceramic Tile: 0 Sq. Feet Vinyl Tile: 740 Sq. Feet Carpet: 265 Sq. Feet Suggested time: Once a week during the day.
4a. Special Investigations Division 101 N. Andrews Avenue Fort Lauderdale 1 st floor	8 AM – 5 PM	Restrooms on floor: 2 Ceramic Tile: 60 Sq. Feet Vinyl Tile: 572 Sq. Feet Carpet: 2500 Sq. Feet Suggested time: Three times per week, starting at 2:30 PM
4b. Special Investigations Division 101 N. Andrews Avenue Fort Lauderdale 2nd floor	8 AM – 5 PM	Restrooms on floor: 2 Ceramic Tile: 175 Sq. Feet Vinyl Tile: 0 Sq. Feet Carpet: 3000 Sq. Feet Suggested time: Three times per week, starting at 2:30 PM

5. Internal Affairs Office 642 NE 3 rd Avenue Fort Lauderdale Single Floor	7 AM – 5 PM	Restrooms on floor: 1 Ceramic Tile: 0 Sq. Feet Vinyl Tile: 81 Sq. Feet Carpet: 1110 Sq. Feet Suggested time: Wednesdays
7a. Community Policing Initiative 1113 E. Sunrise Blvd. Fort Lauderdale 1 st Floor	8 AM – 4 PM	Restrooms on floor: 2 Ceramic Tile: 44 Sq. Feet Vinyl Tile: 60 Sq. Feet Carpet: 2436 Sq. Feet Suggested time: Mondays & Thursdays at 3:00 PM.
7b. Community Policing Initiative 1113 E. Sunrise Blvd. Fort Lauderdale 2 nd Floor	8 AM – 4 PM	Restrooms on floor: 2 Ceramic Tile: 154 Sq. Feet Vinyl Tile: 55 SF Carpet: 2500 Sq. Feet Suggested time: Mondays & Thursdays at 3:00 PM..

5.4 Contracts

These Request For Proposal specifications, services and schedules, as well as the resulting response, will be included as an integral part of the contract. Bidders should realize that any and all statements made in their proposals would automatically become part of the final contract for janitorial services. Inability to contractually guarantee any statement made for specifications, services and schedules will result in bidder disqualification. Each bidder should be prepared to negotiate addenda to standard contracts where they do not meet the requirements outlined in this RFP.

Part 6 – PROPOSAL EVALUATION CRITERIA

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It will be a two step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then require presentations and /or conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The first ranked proposer resulting from this process will be recommended to the City Commission for award of a contract.

The award of the contract will be based on certain objective and subjective considerations listed below:

- a. Understanding of the overall needs of the City for such services as presented in the narrative technical proposal. **(30 points)**
- b. Experience, qualifications and past performance of the proposing firm, including persons proposed for the contract, facilities and resources. **(40 points)**
- c. Estimated cost to the City based upon proposed cost per location. **(30 points)**

TOTAL POINTS AVAILABLE: 100

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART 7 - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer supplies publications in order to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 PM on the date specified in the SCHEDULE Section of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this bid/proposal with any other bidder/Proposer(s) and have not colluded with and any other bidder/Proposer(s) or parties to this bid/proposal. I further certify that I am authorized to contractually bind the bidding/proposing firm.

Bid/Proposal submitted by:

Name (printed) _____

Title: _____

Firm/Corporation: _____

Address: _____

City _____ State: _____ Zip _____ + _____

Telephone No. (____) ____ - _____ FAX No. (____) ____ - _____

e-mail address: _____

www. _____

Was this proposal sent to the correct address? If NOT, please check here, ☐ and indicate correct address above.Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE _____ WBE _____ SBE _____

Signature: _____ Date: _____

PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THIS PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO.**OPENS**

Addendum Acknowledgement and Statement of Variances:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

PART 8 - FINANCIAL/COST PROPOSAL

Vendor: _____

Item detail costs:

Proposer agrees to provide the following services at the prices indicated:

Item Number/Location	Cost per Week
1a. Main Police Building 1st Floor Starting time: _____ Completion time: _____ Hours of service per day: _____	\$ _____
1b. Main Police Building 2nd Floor Starting time: _____ Completion time: _____ Hours of service per day: _____	\$ _____
1c. Main Police Building 3rd Floor Starting time: _____ Completion time: _____ Hours of service per day: _____	\$ _____
2. Mounted Unit Starting time: _____ Completion time: _____ Hours of service per visit: _____	\$ _____
3. Marine Unit Starting time: _____ Completion time: _____ Hours of service per visit: _____	\$ _____
4a. Special Investigations Division 1st Floor Starting time: _____ Completion time: _____ Hours of service per visit: _____	\$ _____
4b. Special Investigations Division 2nd Floor Starting time: _____ Completion time: _____ Hours of service per visit: _____	\$ _____

PART 8 - FINANCIAL/COST PROPOSAL (Cont.)

Vendor: _____

Item Number/Location	Cost per Week
5. Internal Affairs Office Starting time: _____ Completion time: _____ Hours of service per visit: _____	\$ _____
6. Executive Airport Sub-station Starting time: _____ Completion time: _____ Hours of service per day: _____	\$ _____
7a. Community Policing Initiative 1st Floor Starting time: _____ Completion time: _____ Hours of service per visit: _____	\$ _____
7b. Community Policing Initiative 2nd Floor Starting time: _____ Completion time: _____ Hours of service per visit: _____	\$ _____

Total Cost \$ _____

A proposer may bid on any or all locations and still be considered for award. All spaces must be filled in for each location being bid. **Please note that items 1a, 1b and 1c will be awarded as one location, items 4a and 4b will be awarded as one location and items 7a and 7b will be awarded as one location.**

In addition to paragraph 3.18 of the General Conditions, the City reserves the right to award by group based on the geographic location of the facilities involved.

Inspections were made of the following locations:

Yes No

1. Main Police Bldg. 1300 W. Broward Blvd.	_____	_____
2. Mounted Unit 700 NE 9 th St.	_____	_____
3. Marine Unit 1784 SE 15 th St.	_____	_____
4. Special Investigations Div. 101 N. Andrews Av.	_____	_____
5. Internal Affairs Office 642 NE 3 rd Av.	_____	_____
6. Ex. Airport Sub-station 1895 W. Commercial Blvd.	_____	_____
7. Community Policing Unit 1113 E. Sunrise Blvd.	_____	_____

PROPOSAL PAGES PART II - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- A. Understanding of the City's needs for cleaning services and your overall approach to satisfying those needs.
- B. Details on the number, types and experiences of personnel who will be directly involved in providing this service. Include names and brief resumes with the proposal.
- C. A narrative addressing all items listed in Part 4 and Part 5 of the RFP. Address any issues uncovered during your inspection of the locations to be serviced.
- D. Discuss the following in detail:
 - 1. The size of your organization.
 - 2. The range of activities or services your firm has previously provided or in which it is currently engaged.
 - 3. The resources and equipment the firm has at its disposal to successfully provide janitorial services for the locations listed in the RFP.
- E. Any additional information you feel may be pertinent in the evaluation of your proposal.

PROPOSAL PAGES PART III - QUESTIONNAIRE

Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____years

Have you ever failed to complete work that was awarded to you? If so, where and why?

List any public safety agencies and/or like size organizations for which you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differ from the ones presented in your proposal, please identify such differences.

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:

List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years that are concerned directly with the staff or part of your organization proposed for the contract.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL .

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

**RFP NO. 222-8747, JANITORIAL SERVICES – POLICE DEPARTMENT
OPENS 8/28/02**